

**DECLARATION OF ACACIA CHIDI**  
**Pursuant to 28 U.S.C. § 1746**

I, Acacia Chidi, have personal knowledge of the facts and matters set forth below. If called as a witness, I could and would testify as follows:

1. My name is Acacia Chidi. I am over the age of 18 and reside in Oakley, California.
2. In approximately March 2022, my god-sister (“sister”) told me about a business opportunity that she recently got involved with where she purchased seven e-commerce stores selling items to customers on third-party Amazon stores. She paid \$140,000 for these stores. She was convinced to do this because of a close friend from church who claimed she was making passive income monthly from third-party Amazon stores that were set up by a company called Optimize Digital. My sister’s friend said that she was making money and receiving checks monthly from Amazon for sales on her stores, I was interested in this opportunity because of her claims of passive income. My sister then introduced me to the sales agent for Optimize Digital, Shion.
3. Shion told me that it takes about four months to get a store up and running, but that once it was, I can expect to get a paycheck every three weeks, and I should earn double the amount I spent on inventory. For example, if I spent \$3,000 on products to sell to customers, I would make \$6,000 in sales. However, he told me that some people make three times that amount. He told me that other successful clients were receiving \$4,000 to \$9,000 checks from Amazon monthly.
4. In April 2022, I decided to purchase one store for \$15,000. Shion sent me the contract, but it was with a company called Passive Scaling Inc., a New Jersey corporation located at 223 Veteran’s Blvd., Carlstadt, NJ 07020. The contract said that I had to pay a \$99 software fee paid directly to the software provider. I learned that the software provider

was Sales Support, and this company was part of Passive Scaling. This software was used to track my inventory and sales, and I had to put in a credit card so that the monthly \$99 fee would get charged automatically. Passive Scaling would also take 35% of the net profit from my store per month. The contract contained wiring instructions, and I paid the money to Passive Scaling Inc. Attached as **Attachment A** is a true and correct copy of the contract.

5. The contract contains a non-disparagement clause that says:

“During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.”

6. I never received any document from Optimize Digital or Passive Scaling with any information substantiating the earning and profit claims contained in their advertisements or over the phone with the sales agent. I also never received a document from either Optimize Digital or Passive Scaling telling me whether the company has been subject to legal action or giving me a list of consumers who purchased their services in the past three years.
7. After I paid, I received an email from the onboarding specialist at Passive Scaling, Jerdonna P. She had two email addresses, support@mail.salessupport.ladesk.com and jerdonna@passivescaling.com. Attached as **Attachment B** is a true and correct copy of this email.
8. Shion told me that it would take some time to get the store established. At the end of May 2022, I received an email from Trudy at Passive Scaling who told me she was the Client

Success Manager. She told me that my store was assigned to the Vendor Management Team, and they would be working on opening vendor accounts for my store that will enable them to place orders, among other things. Trudy also had two email addresses, support@mail.salessupport.ladesk.com and trudy@passivescaling.com. Attached as **Attachment C** is a true and correct copy of this email.

9. I had approximately \$15,000 on hand for inventory for my store, but I gave Passive Scaling a credit card that had an approximately \$10,000 limit.
10. At the end of June 2022, I received an email from Trudy, who introduced herself again (as if for the first time) and said that she will be working alongside my newly assigned Amazon Wholesale Buyer, Fe. The two of them were supposed to be in contact with me about everything connected to my store, including orders, invoices, etc. Fe's email address was fe@hourlyrelief.com. Attached as **Attachment D** is a true and correct copy of this email.
11. In mid-July 2022, I received an email from Trudy telling me that Passive Scaling was switching my store from the Fulfilled by Amazon ("FBA") model to the Fulfilled by Merchant ("FBM") or dropshipping model. Attached as **Attachment E** is a true and correct copy of this email.
12. In mid-August 2022, I received an email from Sherica, the new Communication Manager at Passive Scaling, who said she would now be in contact with me about everything connected to my store. Sherica also used two email addresses, support@mail.salessupport.ladesk.com and sherica@passivescaling.com. Attached as **Attachment F** is a true and correct copy of this email.

13. By the end of August 2022, my store was still not up and running, and I was told before I purchased the store that it would be up and running in the first five months. I signed the contract in April. I was worried because I heard other people from my sister's church who started at the same time as I did also did not have movement on their stores. I was starting to wonder if the company was legitimate.
14. I communicated with Sherica about my concerns with the delays, and she told me she would look into it, but that I should contact Kristel, who is the main point of contact for the stores using the FBM model. She gave me her email as fbm@hourlyrelief.com. I asked Sherica who Kristel was, and Sherica said Kristel was "part of our team." I also told Sherica, "I need to know where this account is, and when I can expect to see a profit. I was advised by you guys that this account was guaranteed to return a profit within the first five months, it has not. What is going on please?" Attached as **Attachment G** is a true and correct copy of this chat thread.
15. I wanted to start off with a smaller order for inventory to see how items sold, and my first inventory purchase was for approximately \$3,300. I was sent a screenshot of this order, and it appeared that the inventory was being shipped from a company called "1 Hour Delivery" located at 10 Milltown Court, Union, NJ 07083. Attached as **Attachment H** is a true and correct copy of this invoice.
16. Sales Support, the software I paid monthly for, allowed me to see what inventory was sold. I got scared because nothing was selling. Then I started receiving reports from Passive Scaling that did not seem like real analytic reports and did not show me anything about my inventory.



17. Then I purchased inventory that somehow got lost. I filed a complaint with the bank to try and get my money back for this lost inventory, but the bank denied my claim because 1 Hour Delivery told the bank they sent over the inventory to Passive Scaling, and it was supposed to be in a warehouse in NJ. I found the phone number for the delivery company and called them. Someone answered “hello” with no indication of who I was calling, and I thought I dialed a wrong number. I hung up and called again. The person said “hello” and I asked if I reached 1 Hour Delivery, and the person hung up on me.
18. Before I signed the contract, I was told that I should expect to receive checks from Amazon every two weeks starting approximately four months after signing the contract. This did not happen. When I checked on my inventory, it looked like nothing was selling. I asked about this and was told that the company was short-staffed, but they would get someone on it to help me, and that it takes time to prep and package the inventory. I believe they were just feeding me false hope to make me stay on longer and purchase more inventory. Even though my inventory was not selling, I received an invoice with no explanation with a link to buy more inventory, nearly \$4,000 worth. I said I wanted to speak with a manager about this and I explained that I was uncomfortable with spending more money because I had already invested over \$15,000 and received barely a return at this point. I said I need to see proceeds from my initial investment first. I was told that in order to keep up the momentum, I had to keep spending more money on inventory, and if I purchased more inventory, I would make three times the amount I invested. They wanted me to allow them to access my accounts to automatically replenish the inventory as needed, but I said I would not until I saw some returns first.

19. In December 2022, I emailed Jerdonna, Sherica, Shion, Steven (I found out he was CEO of Passive Scaling), Trudy, and a few others expressing my concern over this business opportunity. I told them that I sold my car in April 2022 in order to purchase this business opportunity because I believed I would be making passive income that would benefit my kids and granddaughter. I said, “I was assured, I would receive my money back within 5 to 6 months, and after that begin to make a profit. None of this happened! It has been nearly a year and I have only received a \$530 profit which is nowhere near close the thousands of dollars that I paid to establish this. Not only is this not a functional or operable store, which was advertised, I am being asked for thousands of dollars for inventory that has not sold...I am inclined to think that this is some type of fraud, or Ponzi scheme.” I also said that there “are still many of us who are family and close friends, who patronize your business, but who have not received what was advertised, or promised. We all purchase from you guys around the same time.” I also said, “I was advised by Shion that I would have made my initial investment back within 8 months, receive checks every two weeks, and triple my inventory investments. I have not seen any of this.” Attached as **Attachment I** is a true and correct copy of this email string.
20. After this email, I had a meeting with Jerdonna. A recap of this meeting is in an email I sent to Jerdonna, Shion, Steven, and others. I reminded them that Shion told me I “would have made my initial investment back within 8 months, receive checks every two weeks, and triple my inventory investments. I have not seen any of this.” Attached as **Attachment J** is a true and correct copy of this email.
21. In January 2023, I received a letter from someone named Kycheree, support@mail.salessupport.ladesk.com, who said that my store is missing a few

outstanding documents and they will cease all work on my store until all documents are submitted and validated. I was livid. I told her she must have me confused with someone else because the inventory that they purchased for my store was lost, supposedly recovered, and supposedly on the way to my store. Then I demanded a report to show where my inventory went that I paid for months ago. I asked “where is my profit” and “where is the money from that investment.” I think I asked for a full refund and said, “there has never been any management in the store...there is a major breach of contract...Passive Scaling has never done what you were paid to do.” Attached as **Attachment K** is a true and correct copy of this email.

22. I had trouble getting answers to my questions, and I asked Jerdonna if I could speak with management. Jerdonna provided me with a time and date for a video appointment so that I could talk to the management of Passive Scaling, but during the call no one had their cameras on. Jerdonna and someone else were on the call. This was an issue for me, but since I learned about this company through my sister, whom I trust, I let it go. I had a few follow-up phone calls with just Jerdonna, and her role in the company seemed to change over time. She helped me with onboarding, and then it seems as if she was promoted to management. Someone who I believe was the CEO of Passive Scaling joined one of the calls with the video off. He berated me and tried to manipulate the situation to make it sound like I wanted a refund because I wasn’t happy with the services, but it was really because the company did not do the things I paid for under the contract. He was indignant and very unprofessional, and then he disconnected call. I connected with Jerdonna after that and asked her how the CEO could act that way. The CEO told me that he would have to see what services were provided to me and then deduct that from my refund. Jerdonna

told me I would receive a letter in two weeks letting me know how much the company would deduct from my refund and then I would get the refund 48 hours after that. No one ever accepted my calls after that, and I never received the letter or the refund.

23. In April 2023, I emailed Jerdonna, Sherica, Steven, Shion, Trudy, and others saying that I had asked for a refund several months ago and still had not received anything. I asked for a refund again. Attached as **Attachment L** is a true and correct copy of this email.

24. I spent \$15,000 on the store by wire transfer and \$3,300 on credit cards for the inventory plus other fees, like the software. I paid off the credit cards with my own money, so I wouldn't have a negative credit rating. I made only \$3239.88 in profit on my store and this doesn't come close to paying off my initial fee of \$15,000.

25. When I realized I had been scammed, I contacted Amazon and explained the situation. Amazon walked me through how to strip Passive Scaling's permissions from my store. Once I did that, I cancelled my credit card that was used to pay the software fee.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: February 25, 2024  
Oakley, California

Acacia Chidi  
Acacia Chidi

PASSIVE SCALING

 PASSIVE SCALING

Contract

Wire Instructions

PREVIEW MODE

# Ecommerce consulting contract

This E-Commerce Consulting Agreement (“Agreement”), is dated as of February 7th, 2022, by and between PASSIVE SCALING INC, a New Jersey Corporation company, whose address is 223 Veterans Blvd., Carlstadt, NJ 07020 (hereinafter “Consultant”), and ,Acacia Hasina Chidiwhose address is (hereinafter “Client”).

WHEREAS, Client desires to engage Consultant’s services, as an independent contractor, upon the terms and conditions herein set forth; and

WHEREAS, Consultant desires to render consulting services to Client upon the terms and conditions herein set forth;NOW, THEREFORE, Consultant and Client (together, the “Parties”), for \$10.00 and other good and valuable consideration, the receipt and sufficiency are hereby mutually acknowledged, agree to the following terms and conditions whereby Consultant shall consult Client in connection with an e-commerce store on the Amazon FBA platform (the “Store”):CONSULTANT’S SERVICES - Consultant agrees to perform the following services (“Services”):Maintain Client’s Store, including configuring the Amazon FBA storefront and configuring the frontend back end systems necessary to manage the Store.Review, research, source, select, and list products for the Client’s Store.Respond to customers’ phone and email inquiries in support of Client’s Store and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters.Maintain oversight of Client’s Store and its financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client’s Store (Client shall confer with its professional financial advisors concerning all financial inquiries).

## CLIENT RESPONSIBILITIES.

Client understands there is a period that will delay the commencement and commercial operations of the Store, including, without limitation, a 1 to 4 month configuration period (and perhaps longer, depending on the circumstances specific to each proposed Store) where Client must complete certain obligations. Until Client satisfies all contractual and legal requirements for the creation and operation of Client’s Store, Consultant cannot commence providing the Services as set forth in Section 1 of this Agreement.Within the first eight (8) months of this Agreement, Client will use best efforts to obtain, and maintain for the duration of this Agreement, a credit card issued through a United States federally insured banking institution with a minimum credit limit of fifteen thousand (\$15,000.00) dollars USD. In no event shall Consultant be responsible for payment of any kind and any



other obligation under Client's credit card, all of which credit card obligations shall be solely that of Client. Furthermore, unless Consultant provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Amazon FBA account or Store in Vacation Mode, such terms being defined or referenced on the Amazon FBA website or in other written materials made available to Client; and (ii) Client shall not allow its Store to remain shut down for more than ninety (90) days during the term of this Agreement. (B) Within thirty (30) days from the commencement of this Agreement, Client shall provide Consultant with only necessary information for the purpose of Consultant carrying out its obligations under this Agreement. Client shall use its best efforts to assist Consultant in obtaining all information deemed necessary by Consultant to implement Consultant's Services.

**COMPENSATION.** In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of fifteen thousand dollars (\$15,000.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours of execution of this Agreement. Except as expressly permitted under Section 10, the Fee is non-refundable. Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant one hundred ninety nine (\$199.00) USD per month (the "Maintenance Fee"), or thirty five percent (35%) of the Net Profit from Client's Store per month (the "Ongoing Commission"), whichever is greater plus an additional ninety nine dollars (\$99) software fee paid directly to the software provider. Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than E-Commerce Consulting Agreement due to breach of this Agreement by Client, there is no activity in Client's Store for said month (or a portion thereof, where such portion exceeds 15 days). Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit payment.

**TERM –** This Agreement shall commence on the last date of execution by both parties and shall continue in effect for a period of one (1) year (the "Initial Term") thereafter. Upon completion of the Initial Term, the Agreement shall automatically extend on a month-to-month basis (the "Option Term") until written notice is provided by either party, to the other party, in accordance with Section 5.

**TERMINATION –** Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. If Client breaches any term under this Agreement, independent of any actions Amazon FBA may take from time to time, Consultant may Pause Client's Store, which, Consultant may only reactivate, in Consultant's sole discretion.

**NON-DISPARAGEMENT –** During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

**SALES / USE TAX –** Consultant does not provide tax reporting or tax management services of any kind. Client is responsible for determining if Client is responsible for collecting and remitting sales or use tax under any applicable state or local law, regulation, or ordinance.

**INTELLECTUAL PROPERTY –** Client understands that Client's Store is a service hosted on the Amazon FBA platform and not a distinct or severable product or service that can be ported, removed or installed in or on a different place or platform. Accordingly, Consultant does not hold itself out to have any rights, endorsements, relations, or affiliation with Amazon FBA, or any of Amazon's copyright, trademark, trade dress, trade secret, or any other intellectual property right that Amazon FBA may hold (the

“Intellectual Property Rights”). Further, Consultant cannot, and does not, grant or convey to Client any Intellectual Property Rights, whatsoever, in Client’s Store, or Amazon FBA, and Consultant holds no legal or equitable rights in Client’s Store. RESTRICTED ACTIVITIES – Client acknowledges that during the Term of this Agreement Client will have access to Consultant’s Confidential Information which, if disclosed, could assist in competition against Consultant by third parties. Client recognizes the highly competitive nature of Consultant’s business, services, and its trade secrets, and that Consultant conducts its business electronically, through e-commerce, and throughout the United States. Therefore, Client agrees that the following restrictions on Client’s activities are necessary to protect the good will, Confidential Information, and other legitimate business interests of Consultant, which restrictions are fair and supported by adequate consideration: shareholders, employees, Non-Competition, agents, the Term members of the Agreement, and for two (2) years following the termination of this Agreement (the “Restricted Period”), Client shall not be involved, directly or indirectly, whether as owner, partner, investor, consultant (paid or unpaid), agent, employee, co-venturer or otherwise, with any business that manages, operates, or promotes e-commerce stores or e-commerce transactions on behalf of third parties anywhere in the United States, regardless of whether Client is physically located within the United States or outside of the United States. Non-Solicitation. During the Restricted Period, Client agrees that it will not, directly, or indirectly through another Person: (i) induce or attempt to induce any employee or contractor of Consultant to leave the employ or contract of Consultant, or in any way interfere with the relationship between Consultant and any of its employees or contractors, or (ii) induce or attempt to induce any customer, supplier, client, distributor, vendor, licensee, or other business relation of Consultant to cease doing business with Consultant, or in any way interfere with Consultant’s relationship with any such party. Non-Disclosure. The Parties agree not to use, reveal, make available, nor disclose, whether directly or indirectly, to any third party any Confidential Information for any purpose except as approved in writing by Consultant. Further, the Parties shall (a) not assist nor enable anyone to access or use any of Confidential Information; and (b) not use nor exploit any of the Confidential Information for any purpose whatsoever except in accordance with the terms of this Agreement. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as “Disclosing Party,” and the Party receiving the Confidential Information shall be referred to as “Receiving Party.” Notwithstanding the foregoing, Receiving Party will: 1) promptly notify the Disclosing Party, to the extent legally permissible, if Receiving Party becomes required by court order to disclose any Confidential Information; 2) cooperate with Disclosing Party if Disclosing Party decides to oppose or to seek to restrain such disclosure; and 3) subject to the foregoing, only disclose that information which its counsel advises it is legally compelled to disclose. If at Disclosing Party’s request, Receiving Party is unable to obtain a protective order or other injunctive relief above with respect to the Confidential Information referred to therein and Receiving Party is thereafter required by court order to disclose such Confidential Information, Receiving Party may disclose only such Confidential Information as is expressly required by the court order. Maintenance of Confidential Information. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Disclosing Party’s Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own confidential information. Receiving Party shall also immediately notify Disclosing Party, in writing, of any unauthorized use or disclosure of the Confidential Information. Confidentiality Term: Regardless of any termination of this Agreement, the parties expressly acknowledge and agree that their



respective rights and obligation under this Section 9 shall last for a period of five (5) years following the expiration of this Agreement or permissible termination of this Agreement; provided, however, that Client's duties of confidentiality thereunder with respect to Consultant's trade secrets shall survive such expiration and such duties of confidentiality shall continue and not expire so long as such Confidential Information is deemed a trade secret as a matter of law. In signing this Agreement, Client acknowledges that he/she/it has carefully read, consulted with legal counsel, and considered all the terms and conditions of this Agreement, including the restraints imposed on Client, throughout the United States, under this Section 9. Client agrees that all such restraints are necessary for the reasonable and proper protection of Consultant, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area (i.e., throughout the United States). Client further acknowledges that, were Client to breach any of the covenants contained in this Section 9, however caused, the damage to the Consultant would be irreparable. Client therefore agrees that Consultant, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any such breach or threatened breach, without having to post bond, together with reasonable attorneys' fees incurred in enforcing Consultant's rights hereunder.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, HOWSOEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT LIMIT CLIENT'S RIGHTS TO FILE SUIT AGAINST A THIRD PARTY OR PRODUCT VENDOR FOR ANY OF THE ABOVE LISTED CAUSES OF ACTION OR ANY OTHER CAUSE OF ACTION RELATED THERETO. SPECIFICALLY, CONSULTANT HEREBY COVENANTS THAT IT SHALL NOT TAKE ANY ACTION WHICH IS LIKELY TO CAUSE WAIVER OF ANY OF CLIENT'S RIGHTS WITH RESPECT TO THIRD-PARTY LIABILITY WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL. CONSULTANT ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, INTERRUPTION, CORRUPTION OR FAILURE OF PRODUCT, DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH THE STORE, INCLUDING WITHOUT LIMITATION ANY ACT OR FAILURE TO ACT BY AMAZON OR ANY FORCE MAJEURE CONDITION (INCLUDING BY WAY OF EXAMPLE ONLY, ANY PUBLIC HEALTH ISSUE). AS A LIQUIDATED DAMAGES REMEDY AND NOT AS A PENALTY, SINCE DAMAGES TO CLIENT RESULTING FROM BREACH OF THIS AGREEMENT BY CONSULTANT ARE DIFFICULT AND



IMPRACTICAL, IF NOT IMPOSSIBLE TO CALCULATE, CONSULTANT SHALL ONLY BE LIABLE TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY CLIENT, NOT TO EXCEED A TOTAL OF \$5,000.00 USD. AGREEMENT TO THIS PROVISION IS A MATERIAL INDUCEMENT TO CONSULTANT AGREEING TO ENTER INTO THIS AGREEMENT WITH CLIENT. THIS PROVISION 11.(C) SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY WITH ANY OTHER PROVISION IN THIS AGREEMENT.

## DISCLAIMERS AND RELEASE

CONSULTANT'S SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. CLIENT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING CONSULTANT'S SERVICES MADE BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS. CLIENT AGREES THAT CONSULTANT SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES. CONSULTANT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR TITLE WITH RESPECT TO CONSULTANT'S SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. Without limiting the foregoing, Consultant makes no representations or warranties as to: (1) the accuracy, the reliability, or the completeness, of any matter within the scope of this Agreement, including but not limited to the Store, the products therein, or the data, information, content, software, technology, graphics, or communications provided on or through the Store; (2) the satisfaction of any regulation (government or otherwise) requiring disclosure of information on the products provided through or in connection with the Store or the approval or compliance of the Store or any software or information and content contained in the Store; or (3) that the Store will satisfy Client's economic needs and requirements or reach any particular level of sales, income, or net profits. Business Risk – Client hereby understands that the creation and potential growth of the Client's Store carries financial and other risks. Client hereby understands that e-commerce is an ever-changing industry that is subject to numerous business risks, including but not limited to: (i) a changing legal environment in which regulations can emerge or change that affects the commercial sale of products through Amazon FBA via Client's Store; (ii) economic changes that affect consumer spending, the emergence of recessions due to economic and other issues (including public health issues) and the like; (iii) changes in the popular appeal of and demand for different types of Amazon FBA products; (iv) changes in Amazon's terms and conditions, which can materially affect or even interfere with the marketability of Client's Store or its products; (v) changes in international politics or economies, which may affect, among other things, the ability to package, distribute and ship Amazon FBA products, and the costs thereof; (vi) market forces, including increased and changing levels of competition for any given product from other sellers of such product; (vii) unforeseen events, force majeure, public health concerns, and other external events that could affect the performance of any Amazon FBA Store.

Client hereby understands that there are no guarantees made by Consultant or otherwise as to the Store's sales, income, or profitability at any time, and acknowledges that Client is at risk of a total loss of his, her or its investment. Client acknowledges the substantial risks generally involved with an e-commerce business. Client recognizes that there is a possibility that subsequent to the execution of this Agreement, Client may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Client at that time may have materially affected Client's decision to execute this Agreement. By operation of this Agreement, and in particular the disclaimers of Consultant contained in the preceding subsections, Client assumes any and all risks of such unknown facts and such unknown and unsuspected claims and expressly releases Consultant for any liability which Consultant could have had in connection therewith in the absence of the release herein provided by Client to Consultant. Consultant encourages Client to only invest funds that Client can afford to invest in an illiquid basis over a longer-term and perhaps ultimately lose, and to consult Client's legal and/or business advisors prior to investing in the Store. Amazon FBA Terms and Conditions – Client hereby understands that Amazon FBA, from time to time, with or without cause, can and does suspend accounts for various reasons, some of which may not be obvious or justified in the Client's view. In the event Client's Store is suspended, Company will assist in sending an appeal on behalf of the Client and working with Amazon FBA to remedy the situation at no extra cost. Consultant makes no representations or warranties of any kind, however, that Amazon FBA will in such cases return Client's Store to active status. Furthermore, Client agrees and understands that the Consultant makes no guarantees or representations regarding the Store in relation to any Amazon FBA policy, whether currently in effect or as may be amended by Amazon FBA from time to time. Client understands that Consultant has no control over or input in when and whether Amazon FBA elects to change any of its policies. However, the Services provided by Consultant to Client pursuant to this Agreement shall where practical be consistent with Amazon's current policies.

## GENERAL PROVISIONS

Non-exclusivity - Each party is free to contract with others with respect to the subject matter of this Agreement subject to the limitations as to Client under Section 6 and Section 9 of this Agreement. Relationship of the Parties – Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Consultant is performing its services to Client as an independent contractor and not as Client's agent or employee. There is no third-party beneficiary to this Agreement. Notices - All notices to either party shall be sent electronically to the email address(es) provided by each Party to the other and as otherwise set forth below. All notices to Consultant shall be sent to [info@passivescaling.com](mailto:info@passivescaling.com). If to Client, notice shall be sent electronically to , with a courtesy copy sent to . Alternatively, such written notice will also be deemed given upon personal delivery, or on receipt or refusal if sent by U.S. first class certified or registered mail, postage prepaid, return receipt requested, or by a recognized private delivery service, to the addresses stated on Page 1 of this Agreement. Severability, Headings - If any provision is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. In such event, the Parties hereby acknowledge their intent to make such invalidated provision, or part of such provision, as to be deemed replaced with a valid provision or part of provision that most closely approximates and gives effect to the intent of the invalid provision. Any such modification shall



revise the existing invalid provision, or part thereof, only as much as necessary to make the invalidly-held provision otherwise valid. Headings are used for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of any section of this Agreement. Dispute Resolution - Except where otherwise expressly set forth in this Agreement, any dispute or claim arising out of or relating to this Agreement shall only be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association (“AAA”) rules, as modified by this Agreement, which shall take place in Miami-Dade County, Florida. Any arbitration proceeding, determination, or award, shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses of such arbitration proceeding will be divided equally between the parties, though each Party will bear its own expense of counsel, experts, witnesses and preparation and presentation of evidence at the arbitration (except where attorneys’ fees and costs shall be awarded pursuant to Section 13.(L)). IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES FOREVER AND WITHOUT EXCEPTION WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by either Party more than one (1) year after the cause of action arose. Amendment. This Agreement cannot be amended except in writing and signed by both Parties. Electronic Signatures - This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument. Governing Law; Jurisdiction - This Agreement, the negotiations thereunder, and performance thereof shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to principles of conflicts of laws. Client hereby irrevocably consents to the personal jurisdiction of and agrees that the sole venue for any dispute arising in connection to this Agreement shall be the courts of competent jurisdiction (State and federal) located within Miami-Dade County, Florida. Client agrees not to commence or prosecute any such action, claim or proceeding other than in such aforementioned courts. The parties hereto agree that Florida law shall apply regardless of any choice or conflicts of law principles. Client agrees that Miami-Dade County, Florida is a convenient forum, and waives any objection to same under forum non conveniens principles. Waiver - The failure of any party to insist on or enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement or applicable law shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision, right or remedy. Force Majeure - Neither Party shall be responsible for any failure to perform beyond its reasonable control, including, without limitation acts of God, national health emergency, acts or omissions of civil or military authority, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, or interruptions in telecommunications, internet services, or third-party vendors. Entire Agreement - This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements relating to the subject matter herein. Attorneys’ Fees – If either party breaches this Agreement, or one party brings any action (including appeal) against the breaching party in connection with this Agreement, the substantially prevailing party in such action shall be entitled to recover his/her/its cost of the action and reasonable attorneys’ fees. Injunctive Relief -

In the event of a breach or threatened breach of Section 6 or Section 9, the aggrieved party shall immediately be entitled to pursue in any court of competent jurisdiction specific performance, injunctive relief, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement.

Additionally, due to the difficulty of measuring damages in the event of a breach of this Agreement by Client, the parties agree that, in the event of a breach of either Section 6 or Section 9 by Client, Client shall owe Consultant total liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) per breach. The Parties further agree that (i) the liquidated damage amount due from Client as above set forth is not a penalty but is an arms-length negotiated amount under the circumstances, and (ii) this Section shall not be construed as a waiver of prohibition of any other remedies of Consultant in the event of a breach of this Agreement by Client.

**Independent Counsel** - The Parties acknowledge that each has been advised to seek, and each has had sufficient opportunity to seek, independent legal counsel possessing industry experience in connection with this matter. The Parties have either sought such counsel or voluntarily waived such right to do so. Accordingly, in interpreting this Agreement, no weight shall be placed upon either party. Furthermore, the parties equally drafted this agreement; thus, the Agreement shall be construed neutrally, and no rule of construction shall apply to the disadvantage of any Party.

**Assignment** – Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Prior to any such assignment, said assignee shall execute an agreement identical to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.

**Cure** - If at any time either Client believes the terms of this Agreement are not being fully performed, prior to seeking or commencing any relief expressly permitted under this Agreement, Client shall notify Consultant in writing of the specific nature of such claim, and Consultant receiving such notice shall have thirty (30) days from receipt of the notice to cure such claimed breach.

**Indemnification** – Client agrees to indemnify, defend, and save and hold harmless Consultant, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the “Indemnified Parties” and each an “Indemnified Party”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys’ fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, in connection with or relating to the matters referred to in this Agreement, resulting from or relating directly or indirectly to Client’s breach of this Agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.

**Survival** – Any Section in this Agreement that requires survival shall survive the termination of this Agreement for the maximum period permitted by applicable law.

**Client Data Management** – Unless Consultant receives Client’s prior written consent, Consultant shall not: (i) access, process, or otherwise use Client’s Data other than as necessary to facilitate Consultant’s Services; (ii) give any of its employees access to Client Data except to the extent that such individuals need access to Client Data to facilitate performance of Consultant under this Agreement; or (iii) give any other third-party access to Client Data except as necessary for such third-party to facilitate performance under this Agreement. Consultant shall not erase Client Data, or any copy thereof, without Client’s express written consent and shall follow Client’s written instructions regarding retention and erasure of Client Data so long as it does not interfere with the performance of Consultant’s



Services and performance under this Agreement. Client possesses and retains all right, title, and interest in and to Client Data, and Consultant's use and possession thereof is solely in furtherance of Consultant's Services and on Client's behalf. Consultant shall comply with all applicable laws and regulations governing the handling of Client Data and shall not engage in any activity that would place Client in violation of any applicable law, regulation, or government request, or judicial process. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Ministerial Services – In furtherance of Client's obligations under Section 2, Consultant may offer Client guidance and referrals to third-party vendors. Additionally, Consultant may, in its discretion, and at no additional fee to Client, offer Client assistance in fulfillment of the obligations in Section 2 ("Ministerial Act"). Before Consultant commences any Ministerial Act, Consultant shall obtain Client's written consent. Client agrees to reimburse Consultant for expenses incurred in carrying out a Ministerial Act. In the event Consultant offers to engage in a Ministerial Act, Client hereby agrees to indemnify, defend and save and hold harmless Consultant from any cost, claim, damage or liability (including attorneys' fees and court costs) related to the Ministerial Act. Client also waives any claims against Consultant that may be related to the Ministerial Act. Client accepts that this indemnification and waiver of all liability related to the Ministerial Act is a material inducement for Consultant to make any offer to Client for such Ministerial Act, and without such indemnification and waiver from Client, Consultant would not make any such offer of assistance to Client to engage in the Ministerial Act. The foregoing indemnity of Client shall survive expiration of the Term of this Agreement or its earlier termination. DEFINITIONS – Words or phrases which are initially capitalized or are within quotation marks shall have the meanings as provided in Exhibit A of this Agreement, which is fully incorporated by reference and is a material part of this Agreement.

EXHIBIT A Definitions: Words or phrases which are initially capitalized or are within quotation marks in the e-commerce consulting agreement ("Agreement") shall have the meanings provided in this Exhibit A. "Cash Back" means any revenue derived from cash back programs like BeFrugal. "Client Data" refers to any and all information processed or stored on computers or other electronic media by Consultant, by Client, or on Client's behalf, or provided to Consultant by Client to perform the Services contemplated under this Agreement; including: information on paper or other non-electronic media, information provided to Consultant by Client, and personally identifiable information from Client, Client affiliated third-parties, and other users. "Confidential information" means any and all information of the Company that is not generally known to the public or those with whom the Company competes or does business, or with whom they plan to compete or do business, and any and all information, publicly known or not, which, if disclosed would assist in competition against them including without limitation: Consultant's proprietary business information and all

information disclosed or made available by Consultant to Client, either directly or indirectly, in writing, orally, by demonstration, or by inspection of tangible or intangible objects, including without limitation documents, files, texts, emails, phone calls, zoom calls, links, source code, software, charts, graphs, and any other form of communication. Confidential Information also includes information disclosed by Client to Consultant. Confidential Information shall not include any information (a) which Client can establish was publicly known and made generally available in the public domain prior to the time of disclosure, other than as a result of an improper disclosure by a party hereto, or (b) was in Client's possession on a non-confidential basis prior to its disclosure. "Net Profit" means the revenue, income, and sums owed to Client through the operation of Client's Store after deduction of (i) the cost of any goods sold in connection with Client's Store, and (ii) any Amazon FBA fees related to Client's store. "Pause" means the Store is considered in "Vacation Mode" due to a variety of reasons, including, but not limited to, insufficient credit available by Client to permit Consultant to render its services to Client as provided herein. "Prohibited Action" means any affirmative action taken by Consultant which constitutes: (1) willful copyright infringement as defined under the U.S. Copyright Act or (2) late shipping of product, i.e., greater than five (5) days from the date of expected delivery of the goods, solely due to the fault of Consultant, and as to which the actions under (1) and (2) above have resulted in the Suspension of Client's Store. The term "proprietary business information" means Consultant's valuable trade secrets and confidential business information regarding its brand, vendors, sources, suppliers, techniques, processes, products, services, including, but not limited to, information regarding e-commerce transactions, Amazon FBA transactions, training materials, marketing and advertising materials, trade or industrial practices, customer and client correspondence, internal memoranda, project files, marketing plans, distribution channels, and relationships with, and identities of, customers, investors, clients, buyers, sellers, brokers, agents, representatives, distributors, manufacturers, and managers, as well as financial information, business, marketing and operating information, geographic sales information, social media analytics, price comparison information, sales data, sales programs, sales volumes, sales conversion rates, sales methods and processes, sales proposals, products, services, training manuals, sales scripts, income information, profit information, operating procedures, pricing policies, strategic plans, intellectual property, information about Consultant's clients, employees and contractors, and other confidential or proprietary information related to Consultant. The term "Store" means the Client's wholly owned e-commerce location on the third-party Amazon.com FBA.com where products may be sold to third parties (there is no affiliation, endorsement, or sponsorship between Consultant and Amazon FBA). "Suspension" means an action or actions by Amazon FBA which inactivates or freeze Client's Store, and which thereby results in an inability for Client to access Client's Store which results in no access or sales activity through the Store, other than where due to the occurrence of a Prohibited Action. "Vacation Mode" means any action other than a breach of this Agreement by Client which results in a condition of Client's Store where all sales activity in the Store has been temporarily halted.

I, Acacia Hasina Chidi, agree to the terms of this agreement and I agree that my typed name below can be used as a digital representation of my signature to that fact

Acacia Chidi

Signed on 4 Apr 2022 at 19:15

Make payment

# Wire Instructions

PASSIVE SCALING INC

78 JOHN MILLER WAY SUITE 2111  
KEARNY NJ 07032

Signature Bank  
565 Fifth Avenue, New York, NY 10017

Account#

Routing #



1/4/23, 7:31 AM

Gmail - Welcome to Passive Scaling



Acacia Chidi [REDACTED]

## Welcome to Passive Scaling

Jerdonna P <support@mail.salessupport.ladesk.com>  
To: [REDACTED]

Tue, Apr 5, 2022 at 7:54 AM

Hi Acacia

We are very excited to get you on board with us. We know you might have questions and we want to assure you we are here to assist you every step of the way.

To get started, please schedule your initial onboarding video meeting with us via our calendar link <https://go.oncehub.com/Jerdonna> to discuss what next steps we need to take to get your storefront up and running.

You should expect the video meeting to take about 30-45 minutes, during which we will cover requirements for the storefront application, including:

- Articles of Organization for your LLC/Corporation
- EIN Letter for your LLC/Corporation
- Resale Certificate
- Credit/Debit Card information (Business or Personal)
- Bank Account (Business or Personal)

You do not need to have any of these prepared for our meeting, but if you do, wonderful. We will be collecting those documents from you soon.

If you have any additional questions, please do not hesitate to reach out via email or call. We look forward to connecting with you soon. Have a great day!

Sincerely,  
Jerdonna P  
Kind Regards,  
Jerdonna P.  
Onboarding Specialist  
Direct: (850)721-1791  
Email [jerdonna@passivescaling.com](mailto:jerdonna@passivescaling.com)

**\*\*if you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

Attachment B

<https://mail.google.com/mail/u/0/?ik=7da2a8be3c&view=pt&search=all&permmsgid=msg-f%3A1729280597489669704&siml=msg-f%3A1729280597489669704>

PX6

000242



**000243**

1/4/23, 7:34 AM

**Gmail - Amazon Wholesale Buyer for ( Storefront name)**



## Acacia Chidi

**Amazon Wholesale Buyer for ( Storefront name)**

**Trudy** <support@mail.salessupport.ladesk.com>

Wed, Jun 29, 2022 at 1:05 PM

To: [REDACTED]  
Cc: Fe <fe@hourlyrelief.com>

Hi Acacia,

My name is (Trudy) from (Passive Scaling). I am the Client Success Manager who will be working alongside your newly assigned Amazon Wholesale Buyer - (Fe), who will operate, follow, adjust and address everything connected to your store - (JoRays LLC).

We will be the ones in direct contact with you for everything connected to your store, including Orders, Invoices, Approvals, etc. After we check all the documents we will let you know if we still need some documents so we can successfully manage your store. Any emails that you receive on your own email connected with Amazon or from Amazon please just forward them towards (Fe) and myself so we can get them addressed.

**Can you please confirm once more what is your budget for the Wholesale Inventory?**

Depending on the budget we can always expect that from the inventory that we have at any given moment active on Amazon, at least some 60%-70% will be sold within 45 days of their activation on Amazon. Please also be informed that these items typically take 3-5 weeks to arrive in Amazon so approximately 20 to 35 days after you pay for the inventory and the prep and pack invoices, then we should get the first inventory live and active on Amazon from which point we can expect the first sales. I Hope to hear from you very soon.

Sincerely,  
Trudy  
Kind Regards,  
Trudy S.  
Client Success Manager  
Direct: (850)721-1791  
Email: [trudy@passivescaling.com](mailto:trudy@passivescaling.com)

**\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

## Attachment D

1/4/23, 7:42 AM

## Gmail - Transitioning (JoRays LLC) to FBM



**Acacia Chidi** [REDACTED] >

## Transitioning (JoRays LLC) to FBM

**Trudy** <support@mail.salessupport.ladesk.com>  
To: Acacia Chidi [REDACTED] >

Fri, Jul 15, 2022 at 2:34 PM

Hi Acacia,

We are contacting you today to update you on a recent change in the Account management process. The purpose of this change is to maximize the profitability of your store based on your budget.  
We will transition your store to doing Amazon Drop Shipping "FBM"

**The benefits of moving to Amazon FBM include:**

- Lower Overhead costs: Since you don't store the products, drop shipping can lower overhead costs, such as maintaining a storage facility or sending products to customers.
- Starting costs: Entrepreneurs looking to start a business with minimal investment may turn to dropship as they do not need to invest in facilities or resources to process orders.
- Scalability: Leveraging suppliers can make it feasible to accept more orders without increasing the inventory you store, package, and ship.

**This change will take effect in the coming week.**

Kind Regards,  
Trudy S.  
Client Success Manager  
Direct: (850)721-1791  
Email: [trudy@passivescaling.com](mailto:trudy@passivescaling.com)

**\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

## Attachment E



1/4/23, 7:32 AM

Gmail - New Communication Manager for JoRays LLC



Acacia Child >

## New Communication Manager for JoRays LLC

Sherica <support@mail.salessupport.ladesk.com>  
To: [REDACTED]

Fri, Aug 19, 2022 at 6:11 AM

Hi Acacia,

My name is Sherica from Passive Scaling. I am the new Communication Manager who will be in direct contact with you for everything connected to your store, including Orders, Invoices, Approvals, Store Health, Progress, etc. so we can successfully manage your store. Any emails that you receive on your own email connected with Amazon or from Amazon please just forward them to sherica@passivescaling.com so we can get them addressed.

In order to facilitate faster and more efficient communication, we have chosen to add Google Chat as our primary communicating platform. We will send an invitation to the Google Chat space within the next 24hrs, after which you will be given the option to accept. If you have any questions or concerns please let us know.

Please note: We are not discarding email communication; we see this as a way to address questions, concerns, suggestions, and more details in a faster manner.

Kind Regards,  
Sherica.  
Client Success Manager  
Direct: (850)721-1791  
Email: Sherica@passivescaling.com

**\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

Attachment F

<https://mail.google.com/mail/u/0/?ik=7da2a8be3c&view=ent&search=oll&siml=...>

PX6

000246

1/4/23, 7:33 AM

Gmail - Sherica S <sherica@passivescaling.com> messaged you on Google Chat while you were away

Sherica S <sherica@passivescaling.com> messaged you on Google Chat while you were away



**Sherica S**

Go back to settings> user permissions>then click the manage permissions option beside my name, once that is done click on all the admin options then click continue at the bottom of the page.



**Acacia Chidi**

Done. Please let me know if you have any questions.



**Sherica S**

I will double-check in a few moments



**Acacia Chidi**

Hello, can you share with me the status of my account and store?



**Sherica S**

Hi there, I am seeing that the store is asking for tax information, I will have someone from our onboarding team double-check this.



**Acacia Chidi**

OK. Can you let me know what the result is today? is Trudy available so that you could cross reference with her to see what has been holding up this account and why this was not taken care of before? Also, could you speak to someone in charge because I'd like to know when I can expect to see the store up and running and receive a profit I thought it was in the first five months and it has been that.



**Sherica S**

I've already asked someone to look into JoRays LLC, I am also seeing that both stores are scheduled to be on FBM so I will ask Kristel who is the main point of contact from that team to update you, here's her email: fbm@hourlyrelief.com



**Acacia Chidi**

I have an email from Tatiana Who is asking me to complete tax information. I went to the website, and I do not see how to do this. I need help with this. I feel like this is something that the onboarding Team should have walked me through and I hope that this is not the reason that my account is delayed. Can you walk me through this? Or is there someone else that can assist me as soon as possible?



**Acacia Chidi**

Also, I noticed that the email you provided me for kristel is not a passive scaling email. May I ask Who is kristel ? And is she someone I should be working directly with, or is she someone that you guys should be working directly with?

**Attachment G**

<https://mail.google.com/mail/u/0/?ik=7da2a8be3c&view=pt&search=all&permmsgid=msg-f%3A1742290021671691391&siml=men-f%3A1742290021671691391>

Gmail - Sherica S <sherica@passivescaling.com> messaged you on Google Chat while you were away

Also, I would like to schedule a face-to-face meeting with the team, including the individual that is going to be managing my account. I have given access to three people, none of which besides yourself has been following up with me. I need to know where this account is, and when I can expect to see a profit. I was advised by you guys that this account was guaranteed to return a profit within the first five months, it has not. What is going on please?



Hi Acacia, I will ask Tatiana to set up a call with you as she is familiar with this process, Kristel is the main point of contact for FBM, so you can actually correspond with her, she is a part of our team.

[Open in Google Chat](#)

**Google Chat: An intelligent messaging app, built for teams.**

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

You have received this email because you have been mentioned in this conversation by a Google Chat user. You cannot reply to this email. You may have received this email from Google Chat even if you use classic Hangouts. [Learn more](#)

Unsubscribe from these emails by changing your email reminder preferences for Google Chat.

Email reminder preferences cannot be set on mobile devices. [Learn more](#)

Google

## Attachment G

[https://mail.google.com/mail/u/0/?ik=7da2a8be3c&view=nt&search=all&normmedid=max\\_69/2847400000040744...](https://mail.google.com/mail/u/0/?ik=7da2a8be3c&view=nt&search=all&normmedid=max_69/2847400000040744...)

## PX6

000248



12/12/23, 9:59 AM

Gmail - Sherica S <sherica@passivescaling.com> messaged you on Google Chat while you were away

Sherica S <sherica@passivescaling.com> messaged you on Google Chat while you were away



**Acacia Chidi**

Also, I noticed that the email you provided me for kristel is not a passive scaling email. May I ask Who is kristel ? And is she someone I should be working directly with, or is she someone that you guys should be working directly with?

Also, I would like to schedule a face-to-face meeting with the team, including the individual that is going to be managing my account. I have given access to three people, none of which besides yourself has been following up with me. I need to know where this account is, and when I can expect to see a profit. I was advised by you guys that this account was guaranteed to return a profit within the first five months, it has not. What is going on please?



**Sherica S**

Hi Acacia, I will ask Tatiana to set up a call with you as she is familiar with this process, Kristel is the main point of contact for FBM, so you can actually correspond with her, she is a part of our team.



**Acacia Chidi**

Hi Sherica, I just did the tax information with Tatiana. I understand that part is now completed. I will email Kristel as you instructed. Will you or Kristel be the point person moving forward? Now that the tax information is completed, where is my store at in the process?



**Sherica S**

So Kristel is the point of contact for FBM and I am here for FBA, if we should purchase FBA inventory for you, what would be your budget?



**Acacia Chidi**

Thank you for informing me. I am going to need to know the difference between the two. The information about my budget you guys have all that already. So I really like to know what is the status of my account and when I can expect to see a profit. Also, I think it's best that I have another meeting with you guys to try to figure this out. I thought I had an understanding, however, it doesn't appear that I do. I need clarification. Also, I noticed that you said in your message if you were to purchase FBA. What does that mean? Is it a possibility that you will not be purchasing FBA? What have you guys purchased already. Also, can you please share with me what happens when you guys don't meet the deadline of me seeing a profit in the time that was specified.



**Sherica S**

Hi Acacia, lets set up a call here:<https://go.oncehub.com/Sherica>



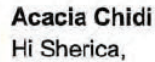
**Sherica S**

Hi Acacia, We are checking your store and it looks like Amazon placed the account in

<https://mail.google.com/mail/u/0/?ik=7da2a8be3c&view=pt&search=all&permthid=thread-f17438183001220012628&siml...>

Gmail - Sherica S <sherica@passivescaling.com> messaged you on Google Chat while you were away

*Sherica S sent you an image.*



**Sherica S**  
Hi Acacia,

Open in Google Chat

Email reminder preferences cannot be set on mobile devices. [Learn more](#)

000250



PLEASE REFERENCE CUSTOMER PO ON INVOICE AND PACKING SLIP : M39MO1

**T** **Turning Point Logistics**  
CUSTOMER CODE: 4745  
PO #: M39MO1

**PURCHASE ORDER**  
January 9, 2023

**SHIP FROM**

1 Hour Delivery-17777  
10 Milltown Ct  
Union NJ 07083, US

**SHIP TO**

Turning Point Logistics  
PO #: M39MO1  
3699 Alum Creek Dr Columbus  
Columbus OH 43207, US

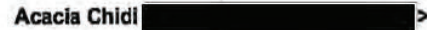
Product Name	Vendor SKU	UPC	Total Units Buy	Total Case Buy	Unit Cost	Subtotal
The Original Ballcube Mini Football/Helmet Display Box	BQ-MINI H	26028101109	120	120	7.50	900.00
BCW-BBMAG - Magazine Size Backing Boards - White - (100 Boards), Size: 8.5 x 11 inches	1-BBMA G	722626903700	406	406	5.99	2431.94
SUBTOTAL						3331.94
GRAND TOTAL						3331.94
<b>TOTAL</b>						<b>3331.94</b>

PLEASE PRINT AND PLACE A COPY OF THIS PO WITH THE PACKING SLIP  
Attachment H

**PX6**

**000251**

**Gmail - Concerned**



### Acacia Chidi

Acacia Chidi [REDACTED] Fri, D  
To: Jerdonna P <jerdonna@passivescaling.com>, Kerryanne@optimyzedigital.com, Sherica S  
<sherica@passivescaling.com>, Shion G <shion@passivescaling.com>, Steven@passivescaling.com,  
lanishawynn@gmail.com, nichehewitt@yahoo.com, trudy@passivescaling.com

In this email below, I have included two separate emails I have sent out months ago as red flags begin to appear. In addition to that I have placed several phone calls had meetings with people who does not even have the integrity to show their face, which further makes me feel

000252









Gmail - Re: I'm done!!! - [DRF-QPXHR-409]



Sat, Dec 31, 2022 at 10:48 AM

Cc: Jerdonna P <jerdonna@passivescaling.com>, Kerryanne@optimyzedigital.com, Sherica S <sherica@passivescaling.com>, Shion G <shion@passivescaling.com>, Steven@passivescaling.com, lanishawynn@gmail.com, nichehewitt@yahoo.com, trudy@passivescaling.com

000255

12/12/23, 10:17 AM

Gmail - Re: I'm done!!! - [DRF-QPXHR-409]

Also, Jerdonna, you stated yesterday that you were going to review my email and get back to me. Below is the email I sent this email several days ago have you had time to review it yet?

Attachment J



**Gmail - Updated Documents Request - JoRay's LLC**



2 messages

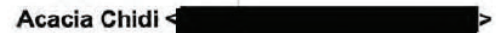
Fri, Jan 13, 2023 at 12:43 PM

**\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

Fri, Jan 13, 2023 at 1:15 PM

## Attachment K

Gmail - Re: I'm done!!! - [DRF-QPXHR-409]



## Acacia Chidi

To: Jerdonna P <support@mail.salessupport.ladesk.com>

Hello,

Why am I being told the exact same thing I was told months ago. Also, I have a copy of my contract, I always have, and I was well within my right to request a refund the first day that I requested it which was last year.

Please refund me my money!!!

Hi Acacia,

Sincerely,

From: Acacia Chidi

Good morning,

Sherica was only introduced later in the process. I am requesting a meeting to discuss the breach of contract and a resolution moving forward.

## Attachment L